

THE STATE OF TEXAS §
 §
COUNTY OF TYLER §

**INTERLOCAL AGREEMENT BETWEEN THE COUNTY OF TYLER
COUNTY AND THE TOWN OF COLMESNEIL, TEXAS**

This Interlocal Agreement is entered into between the County of Tyler, a body corporate and politic acting herein by and through its Commissioners Court, hereinafter referred to as "County" and the Town of Colmesneil, Texas, hereinafter referred to as "Town."

WHEREAS, Town desires to comply with the National Flood Insurance Program within the boundaries of Town; and

WHEREAS, Tyler County, has appointed the Emergency Management Coordinator of Tyler County as Floodplain Coordinator to monitor this program in unincorporated areas of the County; and

WHEREAS, Town desires that Tyler County administer the Flood Damage Prevention Regulations for the area within the boundaries of the Town; and

WHEREAS, Town and County find the unification of floodplain administration would simplify the permitting process for the Town and provide for consistency of administration of local, state and federal floodplain regulations throughout the County; and

WHEREAS, Town agrees to adopt Flood Damage Prevention Regulations consistent with and substantially the same as those adopted by Tyler County, which are necessary to comply with the National Flood Insurance Program; and

WHEREAS, this agreement is made pursuant to and under the provisions of Chapter 791, Texas Government Code.

NOW THEREFORE, the County and Town mutually agree as follows:

1. The Town shall adopt Flood Damage Prevention Regulations ("Regulations") consistent with and substantially the same as the Regulations adopted by the County. Further, Town shall update its Regulations from time to time, as consistent with any updates to the Regulations of the County and; take any and all actions necessary to remain in compliance with the National Flood Insurance Program during the entire term of this Agreement.
2. The Floodplain Administrator of Town, under those certain Regulations adopted by the Town (a copy of which is attached hereto as Exhibit "A") hereby designates as his agent under said Regulations, the Emergency Management Coordinator of Tyler County, Texas, or his successor as Floodplain Coordinator.
3. The Emergency Management Coordinator will perform all duties of the Floodplain Coordinator as provided in said Regulations, but the Emergency Management Coordinator shall not be considered during the term of this agreement as an employee of Town.
4. Any and all fees for inspections and/or licenses shall be paid directly to Tyler County for the receipt thereof, and, no funds received by the County in payment for fees for inspections and/or licenses shall be paid to Town. All such funds shall be retained to pay for services rendered by the County.
5. Town shall timely forward all correspondences relating to the subject matter of the Regulations and shall promptly refer all inquiries to the County with attention to the Emergency Management Coordinator. Town, by and through its governing body, shall perform all duties required of Town and/or the governing body under the Regulations.
6. Town shall indemnify and hold harmless the County from any and all liability for damages, costs, or expenses, including attorney's fees, arising out of the performance of the duties by the County under said Regulations or any inspections, permitting or licensing performed by Town prior to the execution of this Agreement. Town shall pay, upon demand by the County, any expenses or costs associated or incurred in connection with the enforcement of said Regulations.
7. It is expressly understood and agreed that this Agreement may be terminated for any reason at any time by either party upon thirty (30) days written notice.
8. It is expressly understood and agreed by the parties hereto that this Agreement will have no force or effect until duly executed by all parties. This Agreement shall continue for successive one (1) year terms unless and until terminated in accordance with Section 7 above.

[REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK].

SIGNED on this _____ of _____ 2026.

City of Colmesneil, Texas

Elbert “Bubba” Sheffield, IV
Mayor

ATTEST:
Wendy Bendy
City Secretary

SIGNED on this _____ of _____ 2026.

Tyler County, Texas

Milton Powers
County Judge

ATTEST:
Janet Brown
County Clerk

